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RAILROADS—LEASE—LIABILITY FOR TORTS.—*BROWN v. ATLANTA & C. AIR LINE RY.*, 42 S. E. 911 (N. C.).—*Held*, that a railroad which leases its road, as authorized by its charter, is liable to an employee of the lessee, injured through the lessee's negligence. Cook, J., *dissenting*.

When a railroad leases its line without authority, it is clearly liable for all the torts of the lessee. *Abbott v. R. R. Co.*, 80 N. Y. 27; and this liability is often asserted where the lease was authorized. *Balsley v. R. R. Co.*, 119 Ill. 68; *Pierce, R. R. Law*, p. 244. But in *Murch v. Concord R. R. Co.*, 29 N. H. 9, all liability is said to rest on the lessee alone. Clearly, there is ground for holding that the lessee alone is liable for an injury to its servant; *Va. R. R. Co. v. Washington*, 86 Va. 629; *Elliott on Railroads*, sec. 472; and one court holds this, even where the lease was unauthorized. *R. R. Co. v. Culbertson*, 72 Tex. 375. The lessee is liable whenever the lessor is; *Penn. Co. v. Ellett*, 132 Ill. 654; except perhaps where the injury springs from a defect in construction. *Kearney v. Cent. R. R.*, 167 Pa. St. 362.

STREET RAILWAYS—ORDINANCES—POLICE POWER.—*FIELDS v. NORTH JERSEY ST. RY. CO.*, 53 ATL. 404 (N. J.).—A city ordinance required all street railways to pave, repave, and keep in repair, under the direction of the municipal authorities, the space between the rails of their tracks and for one foot outside each outer track. *Held*, to be an assumption of the power of taxation, and not to be supported under the police power conferred on the municipality by the legislature.

It has been held that the duty to pave may be imposed by an ordinance passed subsequently to the franchise, provided the obligation of the charter contract is not impaired. *Sioux City St. R. R. Co. v. Sioux City*, 138 U. S. 98. Also that such an ordinance is valid as a police regulation, subject to the limitation that it must be reasonable. *R. Co. v. Louisville*, 8 Bush 45. See "Comment," p. 318.

REVIEWS.

A Treatise on the Law of Banks and Banking. By John T. Morse, Jr. Fourth edition. Revised, rearranged and greatly enlarged by Frank Parsons. Little, Brown & Co., Boston. 1903. 2 vol., pp. cvi. 1490, sheep, \$12.00.

The fourth edition of this well-known standard work is revised by Frank Parsons, who so ably edited and enlarged the third edition of 1888. Many improvements have been made in this revision, notably the addition of the citations of the National Reporter System and the inclusion of all the National Banking Laws to date, as well as the incorporation of the important decisions since the former edition. Although the work does not pretend to be a treatise on negotiable instruments, yet it is to be regretted that the editor did not see fit to insert the text of the Negotiable Instruments Act, which is so intimately connected with the subject, and which has been so widely adopted that it would be a valuable addition to the work.

The author criticises the definition of a bank as given in the dictionaries and in Bouvier, and gives one which seems to cover the subject thoroughly. "A bank is an institution, usually incorpo-